

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

PERGAMENT EQUITIES, LLC, ROBERT
PERGAMENT, LOIS PERGAMENT, COREY
PLATZNER, LINDA PLATZNER, and THE
PLATZNER ORGANIZATION, LLC,

Defendants.

Adv. Pro. No. 10-04944 (SMB)

**STIPULATION AND ORDER DISMISSING WITHOUT
PREJUDICE DEFENDANTS COREY PLATZNER AND LINDA PLATZNER**

WHEREAS, on December 2, 2010, Irving H. Picard (the “Trustee”), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC (“BLMIS”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et. seq.*, and the substantively consolidated estate of Bernard L. Madoff (“Madoff”) individually, filed a Complaint against Pergament Equities, LLC, Robert Pergament, Lois Pergament, Paul S. Teirsten, Justin Weitz, David Weitz, Lauren Weitz, Felicia Weitz, Arthur Luxenberg, Carl B. Kornblum, Alyse Kornblum, Charles W. Pecorella, Pecorella Investment Group, LLC, Corey Platzner, Linda

Platzner, The Platzner Organization, LLC and Daphne Jo Stasco (the “Pergament Equities Action”) (Adv. Pro. No. 10-04944 (BRL)); and

WHEREAS, the Trustee alleged that the defendants in the Pergament Equities Action received certain avoidable transfers from BLMIS, among other claims; and

WHEREAS, Corey J. Platzner and Linda Platzner (the “Platzners”), defendants in the Pergament Equities Action represent as follows:

1. In or about 2004, we invested in Pergament Equities, LLC (“Pergament”). We were aware that the money invested in Pergament was invested, in turn, with Bernard L. Madoff Investment Securities LLC (“BLMIS”).

2. Our initial investment made in Pergament was \$301,376 under the name “Corey J. Platzner.”

3. Between 2004 and December 11, 2008, we never received money from Pergament and directed no one to withdraw money on our behalf. We made additional contributions to the Pergament account in the amounts of \$650,000 in 2006 and \$505,498 in 2008.

4. The \$1,456,874 total investment, plus any money we thought we earned through this investment, was at all times retained by Pergament.

5. We never invested any money with Pergament aside from the \$1,4456,874 invested in 2004, 2006, and 2008.

WHEREAS, in support of the Platzners’ position, they have provided the following documentation to the Trustee:

1. 2004 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
2. 2005 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.

3. 2006 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
4. 2007 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
5. 2008 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
6. 2009 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
7. 2010 Schedule K-1 issued by Pergament Equities, LLC to Corey J. Platzner.
8. 2011 Schedule K-1 issued by Pergament Equities LLC to Corey J. Platzner.
9. 2012 Schedule K-1 issued by Pergament Equities LLC to Corey J. Platzner.

IT IS THEREFORE MUTUALLY AGREED AND STIPULATED, by and between the Trustee, Corey Platzner and Linda Platzner as follows:

1. The representations in the foregoing “whereas” clauses shall be deemed material to this stipulation and agreement (this “Agreement”).

2. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) and Fed. R. Bankr. P. 7041, the Trustee, Corey Platzner and Linda Platzner hereby stipulate that the Trustee’s claims against Corey Platzner and Linda Platzner in The Pergament Equities Action are dismissed without prejudice.

3. Notwithstanding the foregoing, Corey Platzner, Linda Platzner and the Trustee agree that, in exchange for the Trustee’s entering into this Agreement and dismissing Corey Platzner and Linda Platzner, this Agreement shall also operate as, and is, a tolling agreement, whereby, should any court determine that Corey Platzner or Linda Platzner is a necessary party to the Pergament Equities Action, or to perfect and/or enforce any of the Trustee’s claims in connection with the Pergament Equities Action, or if any of the representations in this Agreement are false, the Trustee shall be permitted to assert any avoidance and/or other claims available under the Bankruptcy Code or SIPA with respect to Corey Platzner or Linda Platzner in connection with the BLMIS Account at issue in the Pergament Equities Action, within six (6)

months of such ruling or the period provided for under section 550(f) of the Bankruptcy Code, whichever is longer, determination or other notice by the Trustee, notwithstanding section 546(a) of the Bankruptcy Code, and Corey Platzner and Linda Platzner hereby agree to waive any statute of limitations defense in any such actions or claims commenced by Trustee.

4. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) and Fed. R. Bankr. P. 7041, the Trustee, Corey Platzner, and Linda Platzner hereby stipulate that the Trustee's claims against Corey Platzner and Linda Platzner in the Pergament Equities Action are dismissed without prejudice.

5. Upon the dismissal of defendants Corey Platzner and Linda Platzner, the caption of the Pergament Equities Action is hereby amended to delete Corey Platzner and Linda Platzner from the caption. The amended caption of the Pergament Equities Action shall appear as indicated in Exhibit A to this stipulation.

6. This Agreement may be signed by the parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this stipulation shall be deemed an original.

7. Corey Platzner and Linda Platzner have reviewed and discussed this Agreement with counsel.

(Remainder of page intentionally left blank.)

Dated: New York, New York
January 14, 2014

COREY PLATZNER

By: /s/ Corey Platzner
Corey Platzner

Sworn to before me this
14th day of January, 2014

/s/ Nancy E. Burrell
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires 8/31/17

LINDA PLATZNER

By: /s/ Linda Platzner
Linda Platzner

Sworn to before me this
14th day of January, 2014

/s/ Nancy E. Burrell
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires 8/31/17

WILLIAM T. BARBERA, ESQ.

By: /s/ William T. Barbera
William T. Barbera
Attorney at Law
198 Sparks Avenue
Pelham, NY 10803
P: (914) 738-2266

Of Counsel D'Andrea and Goldstein

Dated: New York, New York
May 1st, 2014

IRVING H. PICARD, ESQ., TRUSTEE FOR THE
SIPA LIQUIDATION OF BERNARD L.
MADOFF INVESTMENT SECURITIES LLC

By: /s/ Marc E. Hirschfield
David J. Sheehan
Marc E. Hirschfield
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*Attorneys for Irving H. Picard, Esq., Trustee for
the SIPA Liquidation of Bernard L. Madoff
Investment Securities LLC*

D'ANDREA AND GOLDSTEIN

By: /s/ Vincent P. D'Andrea
Vincent P. D'Andrea
Attorney at Law
700-720 White Plains Road
Scarsdale, NY 10583
P: (914) 472-0800

Attorneys for Defendant The Platzner Organization

SO ORDERED:

By: /s/ STUART M. BERNSTEIN
HON. STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

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